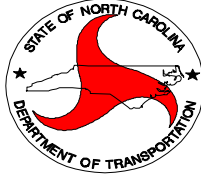


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 11

CONTRACT PROPOSAL

SMALL BUSINESS ENTERPRISE PROJECT

WBS ELEMENT NUMBER: Various **CONTRACT:** 11-00-072
ROUTE: Various **COUNTY:** Division 11
DESCRIPTION: Tree Service Work to consist of the Pruning or Removal of Trees using sound, established arboricultural principles from highway rights of way along State Maintained Roads Upon Request on various routes in Division Eleven

BID OPENING: December 22, 2011 @ 10:00 AM

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD OR SBE PROJECT. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

NAME OF BIDDER

N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER

RETURN BIDS TO:

QUOTE NO: 11-00-072 –DIVISION ELEVEN TREE SERVICE WORK
N.C. DEPARTMENT OF TRANSPORTATION
JOE L. LAWS, PE, DIVISION PROJECT MANAGER
801 STATESVILLE ROAD
P.O. BOX 250
NORTH WILKESBORO, NORTH CAROLINA 28659

INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name and signature of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number (or Social Security Number of Individual)
 - e. Contractor's License Number (if Applicable)
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION ENGINEER'S OFFICE AT 801 STATEVILLE ROAD, P.O. BOX 250, NORTH WILKESBORO, NORTH CAROLINA 28659 BY 10:00 AM ON DECEMBER 22, 2011.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

QUOTE NO: 11-00-072 – DIVISION ELEVEN TREE SERVICE WORK

13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**JOE L. LAWS, PE, DIVISION PROJECT MANAGER
N.C. DEPARTMENT OF TRANSPORTATION
P.O. BOX 250
801 STATESVILLE ROAD
NORTH WILKESBORO, NORTH CAROLINA 28659**

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 of the *2012 Standard Specifications for Roads and Structures*. The lowest responsible Bidder will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.

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DIVISION CONTRACT

General Provisions

GENERAL

This is a Small Business Enterprise Project.

This contract is for “Tree Service work” which will consist of the pruning or removal of trees using sound, established arboricultural principles from highway rights of way along State Maintained Roads on various routes in Alleghany, Ashe, Avery, Caldwell, Surry, Watauga, Wilkes, and Yadkin Counties under the provisions of North Carolina Department of Transportation’s Small Business Enterprise Program. Your firm does not have to be formally identified as a minority, woman, or disadvantaged business to qualify for this program, but your business must have had an annual income of \$1,500,000 or less for the previous calendar year (not including costs for materials). Under the provisions of this Program, contract payment and contract performance bonds are not required.

You must be registered as a Small Business Enterprise through the North Carolina Department of Transportation Contractual Services Unit to be eligible to bid on any SBE project. For more information on becoming registered with the Department, please contact the Office of Contractual Services at (919) 733-5616.

Please be advised that Item Unit Prices will be used to determine the lowest acceptable bidder. Actual Item Quantities will vary and will be determined based upon the amount of “Tree Service Work” required.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, the *North Carolina Department of Transportation Roadway Standards Drawings*, and the current edition of the *Manual of Uniform Traffic Control Devices (MUTCD)*. These manuals may be found on the internet at:

<http://www.ncdot.gov/doh/preconstruct/ps/specifications/2012draft.pdf>

http://www.ncdot.gov/doh/preconstruct/ps/std_draw/default.html

<http://mutcd.fhwa.dot.gov/>

CONTRACT TIME AND LIQUIDATED DAMAGES

This contract shall be effective **January 1, 2012**. Work requests will be made on an as-needed basis; therefore each request will have its own date of availability and required completion date.

All work will be done at the request of the Engineer. Notification will be made via fax and will include the location of the work, description of the work to be performed, and the approximate

quantities required. Each work request may consist of multiple locations within a general work area. Each notification will be considered a separate and independent project.

An intermediate contract time of **fourteen (14) calendar days** from notification will apply to each work request for **Routine Tree Service Work**. In the event that the Contractor fails to respond to location(s) requested by the Engineer within **fourteen (14) calendar days**, liquidated damages in the amount of **One Hundred Dollars (\$100.00) per working day, or a portion thereof, per work request**, will be deducted from the monies due to the Contractor. No extensions will be authorized except as authorized by Article 108-10 of the *2012 Standard Specifications*.

An intermediate contract time of **twenty-four (24) hours** from notification will apply to each work request for **Emergency Tree Service Work**. In the event that the Contractor fails to respond to location(s) requested by the Engineer within **twenty-four (24) hours**, liquidated damages in the amount of **Two Hundred Dollars (\$200.00) per calendar day, or a portion thereof, per work request**, will be deducted from the monies due to the Contractor. No extensions will be authorized except as authorized by Article 108-10 of the *2012 Standard Specifications*.

No work will be permitted and no contract will be executed until all prerequisite conditions and certifications have been satisfied.

TERM OF THE CONTRACT

The contractor shall submit his bid for one year. At the option of the Department, this contract may be extended two (2) additional periods of one (1) year each (maximum of three (3) years total). The unit bid price will be increased by **five (5) percent** for each one-year extension. No changes in the terms, conditions, etc. of this contract will be made when an extension of the contract is implemented. The Engineer will notify the Contractor in writing by **November 1, 2012** if the contract may be extended. The Contractor must notify the Engineer in writing by **November 15, 2012** of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be received as a rejection of contract extension.

The period covered by this contract will be from January 1, 2012 until December 31, 2012.

AWARD OF CONTRACT

The Department reserves the right to make partial, progressive or **multiple awards** for the same service and in the best interest of the state.

The award of the contract **if** it is awarded will be made to the lowest responsible bidder(s). The lowest responsible bidder(s) will be notified that his/her bid has been accepted and that the contract has been awarded. NCDOT reserves the right to reject all bids.

INTERMEDIATE CONTRACT TIME NUMBER ONE AND LIQUIDATED DAMAGES

The Contractor shall not close or narrow a lane of traffic on **any routes**, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **3:00 P.M.** December 31st and **9:00 A.M.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **9:00 A.M.** the following Tuesday.
3. For **Martin Luther King Jr Day**, between the hours of **3:00 P.M.** Friday and **9:00 A.M.** Tuesday.
4. For **Easter**, between the hours of **3:00 P.M.** Thursday and **9:00 A.M.** Monday.
5. For **Memorial Day**, between the hours of **3:00 P.M.** Friday and **9:00 A.M.** Tuesday.
6. For **Independence Day**, between the hours of **3:00 P.M.** the day before Independence Day and **9:00 A.M.** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **3:00 P.M.** the Thursday before Independence Day and **9:00 A.M.** the Tuesday after Independence Day.

7. For **Labor Day**, between the hours of **3:00 P.M.** Friday and **9:00 A.M.** Tuesday.
8. For **Veteran's Day**, between the hours of **3:00 P.M.** the day before and **9:00 A.M.** the day after.
9. For **Thanksgiving Day**, between the hours of **3:00 P.M.** Tuesday and **9:00 A.M.** Monday.
10. For **Christmas**, between the hours of **3:00 P.M.** the Friday before the week of Christmas Day and **9:00 A.M.** the following Tuesday after the week of Christmas Day.

Holidays and holiday weekends shall include New Year's, Martin Luther King Jr. Day, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that lane closures are not required during these periods, unless otherwise directed by the Engineer.

The time of availability for this intermediate contract work shall be the time the Contractor begins to install all traffic control devices for lane closures according to the time restrictions listed herein.

The Contractor's operations are restricted to daylight hours. No work may be performed on Saturdays, Sundays and Official State Holidays. Work shall only be performed when weather and visibility conditions allow safe operations.

The completion time for this intermediate contract work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated herein and place traffic in the original traffic pattern. Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in Subarticle 108-7(B) of the *2012 Standard Specifications*.

The liquidated damages are Five Hundred Dollars (\$500.00) per hour.

MAJOR CONTRACT ITEMS

None of the items included in this contract will be major items.

SPECIALTY ITEMS

Items listed below will be the specialty items for this contract (See Article 108-6 of the *2012 Standard Specifications*).

Line #	Description
1 thru 8	Tree Service Work Items

PREPARATION AND SUBMISSION OF BIDS

The entire bid proposal package, properly signed and executed, must be returned in order for the bid to be considered as responsive. **Incomplete proposal packages may be considered unresponsive.** Bid proposals shall be completed in ink and any corrections shall have one strike through with the correction initialed by the bidder.

All bids shall be prepared and submitted in accordance with the listed requirements of Article 102-8 of the *2012 Standard Specifications*.

In accordance with GS 136-28.10, if the total bid amount of the contract exceeds **\$500,000**, the bid will not be considered for award.

EXECUTION OF SIGNATURE SHEETS AND DEBARMENT CERTIFICATION

The Bidder's attention is directed to the various sheets in the proposal form, which are to be signed by the Bidder. A list of these sheets is shown below. The signature sheets are located behind the item sheets in the proposal form.

1. Bid Form
2. Non collusion affidavit
3. Bidder Certification of MB/WB, if applicable

The Bidder shall certify his and to the best of his knowledge all subcontractors, material suppliers and vendors utilized herein current status concerning suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, in accordance with the "Debarment Certification" located behind the signature sheets in the proposal forms. Execution of the bid signature sheets in conjunction with any applicable statements concerning exceptions, when such statements have been made on the "Debarment Certification", constitutes the Bidders certification of "status" under penalty of perjury under the laws of the United States.

AWARD LIMITS ON MULTIPLE PROJECTS

It is the desire of the Proposer to be awarded contracts, the value of which will not exceed a total of \$_____, for those projects indicated below on which bids are being opened on the same date as shown in the Proposal Form. Individual projects shall be indicated by placing the project number and county in the appropriate place below. Projects not selected will not be subject to an award limit.

_____	_____
(Project Number)	(County)
_____	_____
(Project Number)	(County)
_____	_____
(Project Number)	(County)

*If a Proposer desires to limit the total amount of work awarded to him in this letting, he shall state such limit in the space provided above in the second line of this form.

It is agreed that in the event that I am (we are) the successful bidder on indicated projects, the total value of which is more that the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated which have a total value not exceeding the award limit and which will result in the best advantage to the Department of Transportation.

**Signature of Authorized Person

**Only those persons authorized to sign bids under the provisions of Article 102-8, Item 7, shall be authorized to sign this form.

LIABILITY INSURANCE

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of **\$5,000,000.00** per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

WORKMEN'S COMPENSATION INSURANCE

The contractor shall defend, indemnify and hold harmless the North Carolina Department of Transportation, its officers and employees from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the contractor, its agents, employees, and subcontractors or any one for whom the contractor may be responsible. The obligations, indemnities and liabilities assumed by the contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The contractor shall indemnify and hold harmless the Department of Transportation from any claim, demand, suit, liability, judgment, and expense involving damage or loss to the contractor's equipment (including vandalism, theft, fire and acts of God) arising out of or relating to work performed under this agreement. The obligations, indemnities and liabilities assumed by the contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The contractor further agrees to indemnify the Department of Transportation for any damages to the roadway, highway signs, highway equipment and other property owned or in possession of the Department of Transportation, brought about by reason of the negligent operation of the leased equipment. The contractor further agrees to indemnify and save harmless the Department of Transportation, its officers and employees from any claims or amounts recovered by any of the contractor's employees under the Worker's Compensation Act.

Pursuant to N.C.G.S. § 97-19, all contractors of the Department of Transportation are, prior to beginning services, required to show proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors stating that it has complied with N.C.G.S. § 97-93 irrespective of whether subcontractors have regularly in service fewer than three employees in the same business within the State of North Carolina, and subcontractors shall be hereinafter liable under the Workers' Compensation Act for payment of compensation and other benefits to its employees for any injury or death due to an accident arising out of and in the course of performance of the work insured by the subcontractor.

Proof of insurance shall be furnished to the Engineer prior to beginning work.

LICENSES

Under the provisions of the North Carolina Department of Transportation's Small Business Enterprise Program, the contractor is **not required to possess a contractor's license** to perform work on this contract.

SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of the Engineer. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the *2012 Standard Specifications*.

DEFAULT OF CONTRACT

The Department of Transportation shall have the right to declare a default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the *2012 Standard Specifications*.

PARTIAL PAYMENT

The Contractor may submit a request for payment at the end of each work request. Compensation for all pay items shall be in accordance with the *Standard Specifications*. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection.

Requests for payment can be made on the form furnished to the Contractor by the Department of Transportation. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor.

All invoice items and unit costs shall correspond to contract pay items. In the event of error or discrepancy in items or unit costs, the Department may return the invoice to the contractor for correction. Invoices must be "electronically scanned" by our office and the image is transmitted to the Purchasing Unit to verify payment. To avoid confusion and delay of payments each invoice should have a **Unique Invoice Number**, i.e. 1, 2, 3... In addition, the invoice should be positively identified and associated with the Purchase Order by including the **Purchase Order Number** on the Invoice.

Minority Business Enterprise (MBE), Women's Business Enterprise (WBE) and/or Disadvantage Business Enterprise (DBE) participation shall be listed on the appropriate form (DBE-IS) and shall accompany all requests for payment. If there is no participation the word "**None**" or the figure "**0**" shall be entered. Requests for payment will not be processed without the submission of the DBE-IS form. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection.

RETAINAGE AND PROMPT PAYMENT

Prompt Payment of Monies Due Subcontractors, Second Tier Subcontractors and Material Suppliers and Release of Retainage

Contractors at all levels; prime, subcontractor, or second tier contractor, shall within seven calendar days of receipt of monies, resulting from work performed on the project or services rendered, pay subcontractors, second tier subcontractors, or material suppliers, as appropriate. This seven-day period begins upon knowledgeable receipt by the contracting firm obligated to make a subsequent periodic or final payment. These prompt payment requirements will be met if each firm mails the payment to the next level firm by evidence of postmark within the seven-day period.

This provision for prompt payment shall be incorporated into each subcontract or second tier subcontract issued for work performed on the project or for services provided.

The Contractor may withhold up to 3% retainage if any subcontractor does not obtain a payment and performance bond for their portion of the work. If any retainage is held on subcontractors, all retainage shall be released within seven calendar days of satisfactory completion of all work. For the purpose of release of retainage, satisfactory completion is defined as completion of all physical elements and corresponding documentation as defined in the contract, as well as agreement between the parties as to the final quantities for all work performed in the subcontract. The Department will provide internal controls to expedite the determination and processing of the final quantities for the satisfactorily completed subcontract portions of the project.

Failure of any entity to make prompt payment as defined herein may result in (1) withholding of money due to that entity in the next partial payment until such assurances are made satisfactory to this provision; or (2) removal of an approved contractor from the prequalified bidders list or the removal of other entities from the approved subcontractors list.

MANDATORY SUBCONTRACTOR INFORMATION

The Contractor is to provide a list of all proposed subcontractors he or she plans to use on this project. This list shall include all subcontractors that will be used, not only MBE, WBE or DBE firms. Only pre-approved subcontractors that are registered with the NCDOT may be used. A listing of all contractors (prime or subcontractor) may be found at the following website:

<https://partner.ncdot.gov/VendorDirectory/default.html>

Subcontract Approval Form (Form SAF) must be completed for each subcontractor that will be used and returned prior to the issuance of the purchase order. This form can be found at the following website:

http://www.ncdot.org/doh/operations/dp_chief_eng/constructionunit/saf.xls

If the proposed subcontractor cannot fulfill their obligation and a substitute must be used, then an appropriate form for the replacement subcontractor must be delivered to the administering officer before the new subcontractor is used.

Failure to provide this information (regardless of any goals in contract) may result in the contract being awarded to another contractor.

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

General Statute 143C-6-11. (h) Highway Appropriation is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated

payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13(E), of the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, dated January 2012.

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Laws to be Observed

In accordance with 107-1 of the *Standard Specifications*, The Contractor shall keep himself fully informed of all Federal and State laws, all local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority which may in any manner affect those engaged or employed in the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall indemnify and hold harmless the Board of Transportation and the Department of Transportation and their agents and employees from any claim or liability arising from or based on the violation of any such law, ordinance, regulations, order, or decree, by the Contractor or by his agents and employees.

Responsibility For Damage Claims

In accordance with 107-14 of the *Standard Specifications*, The Contractor shall indemnify and save harmless the Board of Transportation and its members and the Department of Transportation and its officers, agents, and employees from all suits, actions, or claims of any character brought for any injury or damages received or sustained by any person, persons, or property by reason of any act of the Contractor, Subcontractor, its agents or employees, in the performance of the contract.

Safety and Accident Protection

In accordance with 107-21 of the *Standard Specifications*, The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and

sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

BANKRUPTCY

The Department of Transportation, at its option, may terminate the contract upon the filing by the contractor of any petition for protection under the provisions of the Federal Bankruptcy Act.

EXTENSION OF CONTRACT TIME

Failure on the part of the Contractor to furnish bonds or certifications or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time. If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability.

CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure of the Contractor to submit the claim(s) within thirty days shall be a bar to recovery.

CONTRACTOR CLAIM SUBMITTAL FORM

If the Contractor elects to file a written claim or requests an extension of contract time, it shall be submitted on the Contractor Claim Submittal Form (CCSF) available through the Construction Unit or http://ncdot.org/doh/operations/dp_chief_eng/constructionunit/formsmanuals/.

SUBSURFACE INFORMATION

There is no subsurface information available on this project. The Contractor shall make his own investigation of subsurface conditions.

PROSECUTION AND PROGRESS

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project. The

contractor will not be permitted to suspend his operations except for reasons beyond his control except where the Engineer has authorized a suspension of the contractor's operations in writing.

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the *Standard Specifications*.

TEMPORARY SUSPENSION OF WORK

In accordance with Article 108-7 of the *2012 Standard Specifications*, the Engineer will have the authority to suspend the work wholly or in part, any written order for such periods as he may deem necessary for any of the following reasons.

1. Conditions considered unfavorable for the suitable prosecution of the work, or
2. The Contractor's failure for correct conditions unsafe for workmen or the general public, or
3. The Contractor has not carried out orders given to him by the Engineer, or
4. The Contractor's failure to perform any provisions of the contract.

No extension of the completion date will be allowed for the above suspensions except as may be provided for in Article 108-10.

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division 11, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final, and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

APPROVAL OF PERSONNEL

The State shall have the right to approve or reject the project engineer and other supervisory personnel, assigned to a project.

The Engineers or any subcontractor for the Engineers which are employed to provide engineering services for this project shall not engage the services of any person or persons, now in the employment of the State during the time of this Agreement, without written consent of the State.

In the event of engagement, the Engineers or their subcontractors shall restrict such person or persons from working on any of the Engineers' contracted projects in which the person or persons were formerly involved while employed by the State. This restriction period shall be for the duration of the contracted project with which the person or persons was involved. "Involvement" shall be defined as active participation in any of the following activities:

- Drafting the contract;
- Defining the scope of the contract;
- Selection of the Engineers' firm for services;
- Negotiation of the cost of the contract (including calculating man-hours or fees); and
- Administration of the contract.

An exception to these terms may be granted when recommended by the Secretary and approved by the Board of Transportation. Failure to comply with the terms stated above in this section shall be grounds for termination of this contract.

SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hours notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

CONTRACTOR PERSONNEL

The Department will not be responsible in any way to the Contractor's personnel for damages, destruction or loss, from any cause, to the Contractor's equipment, supplies, materials or tools or the personal property of the Contractor's personnel. The Contractor will be responsible for all

repairs, regardless of cost, resulting from the negligence of the Contractor or Contractor's employees. The Department will not participate in the cost of such repairs.

INSPECTION

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

MATERIALS AND TESTING

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the *Standard Specifications* and the Department's "Materials and Test Manual." However the Engineer may reduce the frequency of sampling and testing where he deems it appropriate for the project under construction.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the *Standard Specifications*. Material that is not properly certified will not be accepted.

COOPERATION BETWEEN CONTRACTORS

The Contractor's attention is directed to Article 105-7 of the *2012 Standard Specifications*.

The Contractor on this project shall cooperate with Contractor(s) and state forces working within or adjacent to the limits of this project to the extent that the work can be carried out to the best advantage of all concerned.

OUTSOURCING OUTSIDE THE USA

All work on consultant contracts, services contracts, and construction contracts shall be performed in the United States of America. No work shall be outsourced outside of the United States of America.

Outsourcing for the purpose of this provision is defined as the practice of subcontracting labor, work, services, staffing, or personnel to entities located outside of the United States.

The North Carolina Secretary of Transportation shall approve exceptions to this provision in writing.

PLAN, DETAIL AND QUANTITY ADJUSTMENTS

The Department reserves the right to make, at any time during the progress of the work, such alterations in plans or the details of construction as may be found necessary or desirable by the Engineer to complete the project.

SAFETY AND ACCIDENT PROTECTION

In accordance with Article 107-21 of the *2012 Standard Specifications*, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel shall wear a reflective vest or outer garment conforming to the requirements of MUTCD at all times while on the project.

UTILITY CONFLICTS

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

GIFTS FROM VENDORS AND CONTRACTORS

By Executive Order 24, issued by Governor Perdue, and *N.C. G.S. § 133-32*, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offer or, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *G.S. § 133-32*.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

BY: _____(Signature)TITLE: _____

DATE: _____

(Printed name)

Special Provisions

NOTES TO CONTRACTOR

1. Refer to the *Standard Specifications for Roads and Structures and Roadway Standard Drawings dated January 2012* and any Special Provisions in contract for guidelines on this project.
2. Quantities included in this contract will vary and will be determined by the actual amount of "Tree Service Work" required.
3. **Any Chipper to be used shall have a minimum cutter head width of 16".**
4. **Any Bucket Truck to be used shall have a minimum reach of 50'.**
5. **"Jarraff Saw Option" shall be a type of equipment capable of performing work referenced at the following website: www.jarraff.com/** A comparable type of equipment can be used but must be able to have a reach height of up to 75', have rubber tires or tracks that will not damage paved routes and can work at a similar speed. This pay option shall be in conjunction with one of the other pay options and shall only be paid for during time of actual operation.
6. Any damage to adjacent shoulders, medians, paved areas or other facilities shall be repaired or replaced by the Contractor to the satisfaction of the Engineer.
7. All work performed by the contractor shall be in compliance with the *2012 Standard Specifications* and Workmanship/Appearance done to the satisfaction of the Engineer.
8. All work items necessary to complete the work other than listed on the "Bid Proposal Form" will be considered incidental in nature and no further compensation will be made. Any work performed in an unsatisfactory manner could be basis for cancellation of the contract.

HOURS OF WORK

The Contractor's operations are restricted to daylight hours. No work may be performed on Saturdays, Sundays, and Official State Holidays unless **Emergency Tree Service Work** is requested. Work shall only be performed when weather and visibility conditions allow safe operations. The Contractor shall not close any lane or obstruct traffic in any way during the time restrictions shown in Intermediate Contract Time and Liquidated Damages Provision contained on pages 7 and 8 of the Contract Proposal unless **Emergency Tree Service Work** is requested.

CONTRACT BID QUANTITIES

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.

An increase or decrease in the quantity of any item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for the contract.

Contractor's pricing shall be based on the estimated quantities per Division. These estimated amounts are submitted to assist contractors in the bidding process. Estimated quantities are not to be regarded as actual requirements. The State shall not be obligated to purchase any specific quantity.

DRIVEWAYS AND PRIVATE PROPERTY

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project.

The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract.

MOBILIZATION

The contractor will be notified of the required "Tree Service Work" by the Engineer and shall begin work within **fourteen (14) calendar days** after notification or as determined by the Engineer. Failure to respond within the designated time frame or as approved by the Engineer may result in cancellation of this contract.

No direct payment will be made for Mobilization as it shall be considered incidental to other bid items in this contract.

EMERGENCY MOBILIZATION

A separate bid item will be used for emergency mobilization for "Tree Service Work" and shall include a cost for mobilizing into the designated county on an emergency basis. Under this item the contractor shall respond to the location(s) designated by the Engineer within **twenty-four (24) hours**. Failure to respond within the designated time frame may result in nonpayment of this item as emergency work. **Emergency "Tree Service Work" will have no minimum limits and the contractor shall consider this when submitting the price for this bid item.**

Payment will be made under:

Pay Item
Mobilization - Emergency

Pay Unit
Each

TREE SERVICE WORK

Description

The work covered by this section shall consist of selective trimming of tree limbs or the complete removal of trees located within or adjacent to highway rights-of-way on various routes as directed by the Engineer in accordance with sound, established arboricultural principles. Tree limbs or trees that affect the roadway, roadway appurtenances, private property, or routine maintenance limits will be removed as directed by the Engineer. The work shall include cutting of limbs or trees, removal of tree debris from the highway right-of-way, and proper disposal as detailed elsewhere in this contract.

Trees shall be cut so that no portion of the remaining stump protrudes more than four (4) inches above ground level. Trees that been cut shall be removed from highway right-of-way prior to the end of the same workday. Trees located on private property that endanger or obstruct the right-of-way shall be cut no farther than the outermost edge of the highway right-of-way unless otherwise instructed by the Engineer.

Tree limbs that have been removed shall be chipped into mulch or disposed of properly as described elsewhere in this contract. Tree limbs located on private property that endanger or obstruct the right-of-way shall be cut no farther than the outermost edge of the highway right-of-way.

Given the nature of the work, no limb or tree shall be removed prior to evaluation of the tree condition and location by the Engineer or his duly authorized representative. Decisions regarding the removal of any tree limbs or trees are the responsibility of the Engineer and his decision shall be final. **The Contractor is advised that there are no guaranteed minimum quantities and this should be considered prior to bid submittal.**

Equipment

The Contractor shall furnish all equipment in good operating condition and operated by properly trained and qualified personnel. The Contractor shall be responsible for all costs or charges incurred in the operation and maintenance of the equipment during the performance of this contract.

Tree Service Work Option #1 - The Contractor shall furnish the following equipment: 1 Truck w/Brush Chipper, 5-Man Crew, Flagmen, 2 Chainsaws, Miscellaneous Equipment, Supplies, and Traffic Control.

Tree Service Work Option #2 - The Contractor shall furnish the following equipment: 1 Truck w/Brush Chipper, 1 Bucket Truck, 5-Man Crew, Flagmen, 2 Chainsaws, Miscellaneous Equipment, Supplies, and Traffic Control.

Tree Service Work Option #3 - The Contractor shall furnish the following equipment: 1 Truck w/Brush Chipper, 1 Excavator or Skidder, 5-Man Crew, Flagmen, 2 Chainsaws, Miscellaneous Equipment, Supplies, and Traffic Control.

Jarraff Saw Option – The Contractor shall provide a “Jaraff Saw” or comparable piece of equipment. This shall be used in conjunction with one of the above mentioned Work Options. This option will include the piece of equipment with an operator. If this option is used and not within the work zone of the main crew, then flaggers and traffic control shall be included and will be incidental to the “Jaraff Saw Option”.

The truck with brush chipper required in each “Tree Service Work” option must be capable of hauling debris and/or wood chips or the contractor shall provide an additional truck with this capability at no additional cost.

This is not an exclusive contract. The Department of Transportation reserves the right to use NCDOT forces and others as necessary to effectively and efficiently perform tree or limb removal efforts.

Method of Payment

Payment for the work covered under this provision will be based on the number of hours worked performing tree limb or tree removal by the contractor. There will be four separate pay items based on the type of work and equipment required.

Payment will be made under the following items:

Pay Item	Pay Unit
Tree Service Work Option #1	HR
Tree Service Work Option #2	HR
Tree Service Work Option #3	HR
Jaraff Saw Option	HR

DISPOSAL OF DEBRIS

All debris will be considered undesirable material encountered on the project.

The contractor shall remove and dispose of all debris from the removal of limbs and trees. The contractor shall remove and dispose of the debris in a properly permitted disposal site. The Engineer will, upon request, provide the contractor with a list of approved disposal site(s). The contractor, at his discretion, may chip the tree limbs and other appropriate debris into mulch. The contractor shall furnish the labor and equipment to load and haul the debris to the disposal site. The debris shall be loaded onto the truck to the greatest extent practicable. Any and all tipping fees charged at the disposal site shall be the responsibility of the Department of Transportation.

Where the Engineer has granted permission to dispose of debris within the right of way, the Engineer will have the authority to establish whatever additional requirements may be necessary to insure the satisfactory appearance of the completed project. Disposal of debris will not be allowed in any area under the Corps of Engineers' regulatory jurisdiction.

No direct payment will be made for the work covered by this section. Payment at the contract unit prices for “Tree Service Work” included in this contract will be full compensation for all work covered by this section.

TRAFFIC CONTROL AND WORK ZONE SAFETY

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, the current edition of the *Standard Specifications for Roads and Structures*, and the *MUTCD*.

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

All personnel, when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, shirt, or jacket which meets the color requirements of the *MUTCD*.

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in Subarticle 108-7 of the *Standard Specifications*.

No direct payment will be made for the signing and traffic control items including Truck Mounted Impact Attenuators (TMIA - see Section 1165 of the *Standard Specifications* and the *Roadway Standard Drawings*) except that work which requires the closure of a lane on a divided highway. This work will be paid for at the contract unit price for **“Traffic Control, Full Lane Closure Divided Highway”**. All other signing and traffic control items will be considered incidental to the various other bid items in the contract.

TRAFFIC CONTROL, FULL LANE CLOSURE DIVIDED HIGHWAY

As stated in the General Provisions of this contract, the contractor shall maintain traffic during work on this project. The contractor shall provide and utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. All signs, lights, flaggers and other traffic control devices shall be considered incidental to the work of this contract with the exception of a full lane closure on a multilane freeway or expressway.

When limbs or trees are being removed from multilane facilities, such as freeways or expressways, and the Contractor must be in the roadway to perform the work, a full lane closure shall be used. When the removal of any limbs or trees may result in any debris falling onto the travelway or paved shoulder of any controlled access facilities such as freeways or expressways, a full lane closure shall be used. Full lane closures may also be required at the discretion of the Engineer. A full lane closure, for the purposes of this contract, is where conditions warrant the use of a flashing arrow panel, a dual indicating series of signs, merging taper(s), and possibly a truck mounted impact attenuator. In an urban location, where traffic speeds are low and traffic control can be handled by signs; cones and flaggers shall not be considered a full lane closure.

The contractor, as stated in this contract, shall be responsible for providing all necessary traffic control. This shall include any full lane closure on a multilane facility. When a lane closure is required by the Engineer, as established by the conditions stated in this provision, the contractor shall be paid the bid price for each required full lane closure. The contractor shall remove as many limbs or trees within a single lane closure as possible. Every effort shall be made to minimize the number of lane closures required to perform this work. The Engineer shall decide the appropriate length of any lane closures; however, no single lane closure shall be more than 1.5 miles in length. The contractor shall exercise every effort to perform as much work as possible in a manner that will eliminate the need for any lane closures.

Method of Payment

Payment for the work covered under this provision will be based on the number of full lane closures, required by the Engineer, and installed by the contractor.

Payment will be made under the following item:

Pay Item	Pay Unit
Traffic Control, Full Lane Closure Divided Highway	EA

EROSION, SILTATION, AND POLLUTION CONTROL

The Contractor shall exercise every reasonable precaution and take all necessary measures throughout the life of the project to prevent erosion, siltation, and pollution in accordance with Section 107-12 of the *Standard Specifications*.

MINIMUM WAGES

FEDERAL The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY-FIVE CENTS (\$7.25) per hour.

STATE The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees' wages at a rate of not less than SEVEN DOLLARS AND TWENTY-FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY-FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY-FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY-FIVE CENTS (\$7.25) per hour.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, State or Federal. It is the responsibility of the Contractor to keep himself fully informed of all Federal and State Laws affecting his contract.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION BID FORM

WBS Element: Various

Contract Number: 11-00-072

DESCRIPTION: Tree Service Work to consist of the Pruning or Removal of Trees using sound, established arboricultural principles from highway rights of way along State Maintained Roads Upon Request on various routes in Division Eleven

PAGE 1 OF 1

ITEM	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	Tree Service Work – Option #1	280	HR		
2	SP	Tree Service Work – Option #2	280	HR		
3	SP	Tree Service Work – Option #3	280	HR		
4	SP	Jaraff Saw Option	160	HR		
5	SP	Mobilization - Emergency	8	EA		
6	SP	Traffic Control, Full Lane Closure Divided Hwy	8	EA		

***ESTIMATED QUANTITIES ONLY - These quantities are for bid purposes only. Actual quantities may vary greatly from the estimated quantities.**

TOTAL BID FOR PROJECT: _____

CONTRACTOR _____

ADDRESS _____

Federal Identification Number _____ Contractors License Number _____

Authorized Agent _____ Title _____

Signature _____ Date _____

Witness _____ Title _____

AFFIX CORPORATE
SEAL HERE

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2012.

Reviewed by _____ (date) _____

Accepted by NCDOT _____ Division Engineer _____ (date) _____

NON COLLUSION AFFIDAVIT

(To Be Executed and Returned with Quotation)

The person executing this bid solemnly swears (or affirms) that neither he, no any official agent, or employee of the bidder has entered into any agreement, restraint of free competitive bidding in connection with this bid.

NAME OF CONTRACTOR:_____

**SIGNATURE OF
CONTRACTOR:**_____

NOTE: AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to me this the _____
day of _____ 2011.

NOTARY SEAL

(SIGNATURE OF NOTARY PUBLIC)

Of _____ County

State of_____.

My Commission Expires_____.

DEBARMENT CERTIFICATION OF BIDDERS

Instructions & conditions for certification

1. By signing and submitting this proposal, the bidder is providing the certification set out below.
2. The inability of a bidder to provide the certification required below will not necessarily result in denial of participation in this contract. If the certification is not provided, the bidder must submit an explanation (exception) of why it cannot provide the certification set out below. The certification or explanation (exception) will be considered in connection with the Department's determination whether to award the contract. However, failure of the prospective bidder to furnish a certification or an explanation (exception) may be grounds for rejection of the bid.
3. The certification in this provision is a material representation of fact upon which reliance is placed when the Department determines whether or not to award the contract. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this contract for cause of default.
4. The prospective bidder shall provide immediate written notice to the Department if at any Time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transactions", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12540. A copy of the Federal Rules requiring this certification and detailing the definitions and coverage's may be obtained from the Contract Officer of the Department.
6. The bidder agrees by submitting this bid that, should the contract be awarded, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract, unless authorized by the Department.
7. The prospective bidder further agrees by submitting this proposal that it will include the Federal-Aid Provision titled "Required Contract Provisions Federal-Aid Construction Contract") Form FHWA PR 1273) provided by the Department, without subsequent modification, in all lower tier covered truncations.

8. The prospective bidder may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not disbarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this Provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 6 of these instructions, if the successful bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to the remedies available to the Federal Government, the Department may terminate this transaction for cause of default.

